



City Contract Routing Form

City Contract #: 9514

Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

☐ Yes☒ No/Not applicable

Comments: _____

Section 2 – Fill Out Contract Details

Date: 9/23/2020 Department: Fire Division: Training Mail Stop: FDADMProject Administrator Name: Dawn DeLoach Extension: 2244Project Manager Name (if different than above): Shawn Lowry Extension: 2221Contract Type: Other (please specify) If other, please indicate: Indemnity/Hold Harmless AgreementContract Title: Indemnity and Hold Harmless Agreement for Fire Training ExerciseContractor/Consultant Business Name: Sound TransitContract Description: Use of property to conduct multi-jurisdictional fire training exercisesProject ID #: _____ Budget/Account #: 100.60500.00490.52245

Council Approval Date: _____ Council Agenda Memo #: _____ RFP/IFB/RFQ #: _____ NIGP #: _____

☒ New ContractTotal Amount: N/AStart Date: 9/23/2020 End Date: 12/1/2020Renewal Option (Y/N): N If yes, how many? N/A☐ Amendment/Renewal/Change Order #: _____ Original CC #: _____

New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

☒ Department Director:  DocuSigned by: Tom Langton Date: 9/23/2020 Comments: A rare opportunity for real world destructive training
☐ TIS Director: _____ Date: _____ Comments: _____

☒ City Attorney:  DocuSigned by: Jim Haney Date: 9/23/2020 Comments: _____

☒ Risk Manager:  DocuSigned by: Malisa Files Date: 9/24/2020 Comments: _____

☒ Mayor or Designee:  DocuSigned by: Malisa Files (Mayor Designee) Date: 9/24/2020 Comments: _____

☒ City Clerk's Office:  DocuSigned by: Cheryl Xanthos Date: 9/24/2020 Comments: Electronic Original - in Hummingbird
☒ Purchasing: no signature required – for copy only



INDEMNITY AND HOLD HARMLESS AGREEMENT FOR FIRE TRAINING EXERCISE

WHEREAS, Sound Transit ("Owner") is the owner of certain property commonly known as the American Mini Storage property and will be referred to as the owner's property in this document. Said property is located at 17520 NE 70th Street, in the City of Redmond, Washington and AND 17285 NE 70TH STREET

WHEREAS, the Owner's property is in the process of redevelopment by Sound Transit in possession and control of the property, and Stacy and Witbeck/Kuney aka SWK is the general contractor for the future development, and

WHEREAS, the City of Redmond Fire Department is interested in utilizing the property in its current condition in order to conduct multiple jurisdiction/multiple company training activities during the period from 9/23/2020 to 12/1/2020, and

WHEREAS, the Owner's building which is more fully described in Exhibit A, is scheduled for demolition in the near future, making the site suitable for the conduct of such exercises without worry about damaging the buildings and facilities to be demolished, and

WHEREAS, Owner's are agreeable to allowing the City of Redmond Fire Department and any other party approved in writing by Owner's to utilize the site for the training activities contemplated in Exhibit B hereof as long as the City holds Owner's harmless for personal injuries and property damage (other than damage to the buildings and facilities to be demolished) arising out of the training, now, therefore,

IN CONSIDERATION OF Owner's allowing the City of Redmond Fire Department, and others acting under the Department's supervision, control, and authority, to utilize the owner's property described above for the conduct of training exercises during the period from 9/23/2020 to 12/1/2020, the City of Redmond agrees as follows:

1. Indemnity and Hold Harmless. The City of Redmond agrees to indemnify, hold harmless, and defend Owner's, their officers, agents, and employees, from and against any and all liability for injury, sickness, or death of persons, including employees of the City of Redmond Fire Department, or damage to property (other than damage to buildings and facilities located on the owner's property which are slated for demolition), arising in whole or in part from any negligent act, error, or omission of the City of Redmond Fire Department, its officers, agents, or employees, or any other person acting under the Department's supervision, control, or authority, during the course of training exercises to be conducted on the owner's property and while the premises are under the control of the City, provided, that this indemnity shall not extend to any liability resulting from the negligence of Owners, their officers, agents, and employees or other persons acting under the Owners' supervision.

2. Inspection of Premises. The City Fire Department has inspected the premises and has acquainted itself with any obvious and discoverable defects. The City's agreement to indemnify, hold harmless, and defend shall extend to any injuries, sickness, or death caused by any such obvious or discoverable defects, but is limited only to injuries, sickness, or death caused by such defects during the training exercise and while the site is under the City's control and expressly excludes any liability for injuries, sickness, or death caused at any other time. **It is expressly understood that the components of the building where the training will be held may contain hazardous materials, including but not limited to, asbestos, lead paint, (PCB) light fixture ballasts, and mercury-containing fluorescent light tubes, which may be disturbed as a result of the training activities. It shall be the responsibility of the Redmond Fire Department to provide notice of the presence of such hazardous materials to all employees, other municipalities, supervisors, trainees, and any other party having jurisdiction or authority over all aspects of the training or the building. The City shall defend Owner's, from any injuries, sickness, or death to fire personnel caused by the disturbance or removal of such hazardous materials. Responsibility for clean up of any such materials shall remain with Owner's.**

3. Expiration. This agreement shall automatically expire upon the cessation of the City's training activities and shall thereafter be void and of no further effect, provided that the City's obligation to indemnify for injuries, sickness, death or damage occurring during the course of the training exercise shall continue.

DATED this 23 day of Sept., 2020

CITY OF REDMOND

Gavin Rodriguez (on behalf of Sound Transit)
 Owner: Gavin Rodriguez
 (Sign & print) Stacy and Wilbur/Kaney

DocuSigned by:
Malisa Files (Mayor Designee)
5D9FC672714C4E4...
 By: Malisa Files (Mayor Designee)
 Title: Finance Director

EXHIBIT A

Owner: Sound Transit

Property Address: See Below for 2 Separate Properties

Description of Property:

1. 17520 NE 70TH ST 98052

POR OF S 1/2 OF NE 1/4 LY SLY OF NP RY R/L & SELY OF ST HWY

2. 17285 NE 70TH ST 98052 – Redmond Self Storage

W 453.75 FT OF NW 1/4 OF SE 1/4 LESS S 790 FT LESS E 150 FT LESS ST HWY & LESS
NE 70TH ST AKA PAR 1 REDMOND LLA #84-30 REC #8501100912

Exhibit B

Scope of training:

Cutting of the mini storage roll up doors

Forcible entry of all doors

Laddering and breaching of the windows

Charged hose lines interior to the buildings

Vertical ventilation and cutting of the composition shingle roof above the office/residence

Masonry wall and conventual wall breaching

OFF LIMITS TO TRAINING:

Cutting of membrane Roof above mini-storage units due to possibility of asbestos containing material.

Certificate Of Completion

Envelope Id: A24AA1C01F9A49A5A850D5BA910F37BD

Status: Completed

Subject: Please DocuSign: Indemnity and Hold Harmless for Fire Training - Sound Transit

Source Envelope:

Document Pages: 5

Signatures: 6

Envelope Originator:

Certificate Pages: 2

Initials: 0

Dawn DeLoach

AutoNav: Enabled

15670 Ne 85th St

Enveloped Stamping: Enabled

Redmond, WA 98052

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

DDELOACH@REDMOND.GOV

IP Address: 204.152.61.20

Record Tracking

Status: Original

Holder: Dawn DeLoach

Location: DocuSign

9/23/2020 3:51:55 PM

DDELOACH@REDMOND.GOV

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Redmond, WA

Location: DocuSign

Signer Events

Signature

Timestamp

Dawn DeLoach

Completed

Sent: 9/23/2020 3:53:19 PM

ddeloach@redmond.gov

Viewed: 9/23/2020 3:53:29 PM

Department Administrative Coordinator

Using IP Address: 204.152.61.20

Signed: 9/23/2020 4:13:51 PM

City of Redmond

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tom Langton

DocuSigned by:

tlangton@redmond.gov

Tom Langton
AFE74B8B6CC74DA...

Sent: 9/23/2020 4:14:57 PM

Security Level: Email, Account Authentication
(None)

Viewed: 9/23/2020 4:26:03 PM

Signed: 9/23/2020 4:27:15 PM

Signature Adoption: Pre-selected Style

Using IP Address: 204.152.61.20

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jim Haney

DocuSigned by:

jhaney@omwlaw.com

Jim Haney
85394CE968994B5...

Sent: 9/23/2020 4:27:17 PM

Security Level: Email, Account Authentication
(None)

Viewed: 9/23/2020 4:46:11 PM

Signed: 9/23/2020 4:47:17 PM

Signature Adoption: Pre-selected Style

Using IP Address: 138.91.245.188

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Malisa Files

DocuSigned by:

RiskContracts@redmond.gov

Malisa Files
581CDD1AF985491...

Sent: 9/23/2020 4:47:20 PM

Security Level: Email, Account Authentication
(None)

Viewed: 9/24/2020 8:01:00 AM

Signed: 9/24/2020 8:02:01 AM

Signature Adoption: Pre-selected Style

Using IP Address: 71.227.179.100

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Malisa Files (Mayor Designee)</p> <p>MayorContracts@redmond.gov</p> <p>Finance Director</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p> <p><i>Malisa Files (Mayor Designee)</i></p> <p>5D9FC672714C4E4...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 71.227.179.100</p>	<p>Sent: 9/24/2020 8:02:04 AM</p> <p>Viewed: 9/24/2020 8:02:43 AM</p> <p>Signed: 9/24/2020 8:02:57 AM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Cheryl Xanthos</p> <p>ClerksContracts@redmond.gov</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p> <p><i>Cheryl Xanthos</i></p> <p>E725E689816E4E1...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 71.81.166.86</p>	<p>Sent: 9/24/2020 8:03:01 AM</p> <p>Viewed: 9/24/2020 12:36:54 PM</p> <p>Signed: 9/24/2020 12:54:36 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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<p>Dawn DeLoach</p> <p>ddeloach@redmond.gov</p> <p>Department Administrative Coordinator</p> <p>City of Redmond</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>VIEWED</p> <p>Using IP Address:</p>	<p>Sent: 9/23/2020 4:13:53 PM</p> <p>Completed: 9/23/2020 4:14:56 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Purchasing</p> <p>purchasing@redmond.gov</p> <p>My Title</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 9/24/2020 12:54:39 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/24/2020 12:54:39 PM
Signing Complete	Security Checked	9/24/2020 12:54:39 PM
Completed	Security Checked	9/24/2020 12:54:39 PM

Payment Events	Status	Timestamps
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